

Eldridge Eldridge Public Safety Barg. Unit (Police) 7/1/2006 6/30/2009

ELDRIDGE
POLICE AGREEMENT

This Agreement is entered this 21st day of February, 2006,
by and between the CITY OF ELDRIDGE, IOWA hereinafter called the
"City" and ELDRIDGE PUBLIC SAFETY ASSOCIATION, hereinafter called
the "Association".

ARTICLE I

Recognition

The City recognizes the Association as the sole and
exclusive bargaining representative of a unit consisting of
Patrolmen, Corporals and Sergeants, but excluding the Chief of
Police and all other City employees along with any other
employees excluded under Section IV of the Iowa Public Employment
Relations Act (hereinafter referred to as the "ACT").

A full time employee is defined as an employee who works
more than 1650 hours per calendar year. A part-time employee is
one who works less than 1650 hours per calendar year. Part-time
employees shall not be a part of the bargaining unit and their
wages and fringe benefits, if any, shall be governed by the
Personnel Policy of the City of Eldridge.

There shall be no discrimination, restraint, or coercion by the City or the Association for or against any employee because of membership or non-membership in the Association.

Neither the City nor the Association shall discriminate against any employee covered by this Agreement in any manner that violates the law.

Neither the City nor the Association shall discriminate against any employee covered by this Agreement because of race, creed, sex, age, national origin or physical or mental disability except for specific occupational qualities that are demonstratively necessary for proper and efficient operation and administration of the job.

ARTICLE II

Management Rights

The City shall retain the sole right and authority to operate and direct the affairs of the City and the Police Department in all its various aspects, including, but not limited to, all rights enumerated by Section 7 of the Public Employee Relations Act and all rights and authority exercised by the City prior to the execution of this agreement. Among the rights retained by the City are the City's rights to direct the working forces; to plan, direct and control all the operations and services of the Police Department; to schedule and assign work;

to establish normal work hours; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; the right to hire, examine, classify, promote, train, transfer, assign and retain employees; the right to suspend, demote, discharge or take other disciplinary action against employees; to change or eliminate existing methods, equipment or facilities and to make and enforce rules, policies, regulations and departmental orders; provided, however, that the exercise of any of the above rights shall not conflict with any of the express and specific written terms of this Agreement. The rights set out above and included in this Section are not grievable unless specifically and expressly permitted by a later Section of this Agreement.

ARTICLE III

Work Stoppages

The Association agrees that neither it nor any of its officers, agents or members will instigate, condone, authorize, or participate in any unlawful work stoppage, strike, slowdown, picketing, boycott, or other action which will interrupt or interfere with the operations of the City.

The City agrees that it will not engage in any lockout of its employees as the result of a labor dispute with the Association.

In the event an employee or employees covered by this agreement cause, instigate or participate in any unlawful work stoppage, strike, slowdown, picketing, boycott, or any other action which will interrupt or interfere with the operation of the City, the Association agrees that it shall take immediate, affirmative steps with the employee or employees involved to bring about an immediate resumption of normal operations of the City.

In the event an employee or employees covered by this agreement cause, instigate, or participate in any unlawful work stoppage, strike, slowdown, picketing, boycott or any other action which will interrupt or interfere with the operations of the City, the City may discharge said employee or employees or otherwise discipline any employee or employees subject to grievance procedures as set forth in this Agreement or by use of any other statutory procedures.

ARTICLE IV

Grievance and Arbitration Procedure

A grievance shall be defined as a dispute or disagreement between the City and the Association with regard to the interpretation or violation of any of the express written terms and provisions of this Agreement. New employees shall serve a six month probationary period during which time they may be

terminated for any reason and shall not be entitled to use the grievance procedure. Grievances shall be processed in the following manner:

Section 1

Step One: The employee shall orally submit said grievance to the Chief of Police for adjustment within five (5) calendar days after the occurrence of the event giving rise to the grievance. The Supervisor shall investigate the grievance and shall give his oral answer within a period of five (5) calendar days of submission of the grievance by the employee. The failure of the Chief to give an oral answer within five (5) calendar days, shall be deemed a denial of the grievance and the grievance may be appealed to the next step.

Step Two: If the grievance is not settled in Step One, the Association may present the grievance, in writing, to the City Administrator within seven (7) calendar days after the answer of the Chief of Police; or, if no answer was given, within seven (7) calendar days of when it is due, whichever occurs first. The grievance shall be signed by the Association and the employee and shall state specifically the facts of the alleged violation, the specific provisions of this Agreement allegedly violated, and a statement specifying what relief or remedy is requested. The City Administrator shall investigate the grievance and issue a

decision in writing within a period of seven (7) calendar days of receipt of the grievance from the Association. The failure of the City Administrator to issue a decision within said seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

Step Three: If the grievance is not settled in Step Two, the Association may present the grievance, in writing, to the City Council within five (5) calendar days after the decision of the City Manager was given; or, if no decision was given, within five (5) calendar days of when it was due, whichever occurs first. The City Council shall conduct a hearing to review the grievance within thirty (30) calendar days of receipt of the grievance. The hearing shall be closed to the public only if requested by the Association. The City Council shall give the Association its decision within seven (7) calendar days after the hearing.

Step Four: If the grievance is not settled in Step Three, the Association may appeal the grievance to arbitration. The Association shall request arbitration by written notice submitted to the City Administrator within five (5) calendar days from the date that the City Council's decision was given; or, if no decision was given, within five (5) calendar days of when it was due, whichever occurs first. When a timely report has been made

for an arbitration, a representative of the City and the Association shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within five (5) calendar days of the City's receipt of the arbitration notice, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination, and thereafter each shall, in that order, alternatively strike a name from the list and the fifth and remaining person shall act as the arbitrator.

Section 2

The arbitrator selected shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award within thirty (30) calendar days, unless an additional extension of time is granted by the parties. The arbitrator shall have no authority to hear or determine wage or fringe benefit adjustments, nor add to, subtract from, modify or amend any terms of this agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the City in any manner reserved to the City by law or the terms of this

Agreement. The decision of the arbitrator within the scope of the arbitrator's authority shall be final and binding upon all parties in cases of grievances involving discipline or discharge of employees. A decision of the arbitrator within the scope of the arbitrator's authority in cases not involving discipline or discharge of an employee will only be advisory and shall not be binding upon the City. Any decision by the arbitrator may not be retroactively applied beyond the date of the occurrence giving rise to the grievance.

Section 3

The City and the Association shall share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator, the court reporter, if one is desired by the arbitrator, and the cost of a hearing room and transcript. Any other expenses will be paid by the party incurring them.

Section 4

At all steps of the Grievance Procedure, after Step 1, the City or the Association may be represented by a designated third party representative.

Section 5

The failure of an employee, or the Association, to appeal a grievance to the next step within the applicable terms specified above, shall bar an employee or the Association from appealing

the grievance further, and any such grievance shall be considered as abandoned and finally settled.

Section 6

The failure of the City to reply within the applicable time as specified above, shall be deemed a denial of the grievance which may then be appealed to the next step in the procedure.

Section 7

Employees shall only be disciplined or discharged for cause. The grievance and arbitration procedure established under this Article shall be the sole and exclusive method for contesting employee discipline or discharge.

ARTICLE V

Personnel Policies and

Departmental Policies

The City of Eldridge's Police Departmental Policies, which may in effect from time to time, shall apply to all employees of the Police Department except when said policies or orders directly conflict with an express and specific provision of this Agreement. The Personnel Policies of the City of Eldridge do not apply to employees covered by this agreement.

ARTICLE VI

Wages

Each current full time employee shall receive a general wage increase of four percent (4.0%) effective July 1, 2006, and a general wage increase of four percent (4.0%) on July 1, 2007, and a general wage increase of four percent (4.0%) on July 1, 2008. The salary ranges for all bargaining unit positions are shown on Exhibit A.

A longevity bonus of \$780.00 will be automatically given after five (5) years of employment, and each five (5) years of employment thereafter. The bonus for longevity will be given as of the pay period closest to the employee's anniversary date.

Employees who work on the second shift, third shift or power shift shall receive a shift differential of twenty cents (\$.20) per hour.

The City of Eldridge will allow policemen to elect to make payroll deductions for the I. H. Mississippi Valley Credit Union provided that the amount of the deduction can only be changed semi-annually, on January 1st and July 1st of each year.

ARTICLE VII

Employee Evaluations

The City may continue to use their employee evaluation system and any evaluations shall not be subject to the grievance

procedure. There shall be no monetary awards allocated or based on the employee evaluation system. Nothing contained in this Article shall limit the right of the City to use the employee evaluations for purposes of discipline, demotion and promotion of employees.

ARTICLE VIII

Seniority

Seniority means an employee's length of continuous unbroken service as a permanent full-time employee in a specific rank. Current rank structure is sergeant and patrolman.

Layoff and recall will be determined based on seniority and their qualifications to perform the available work as a basic patrolman. Employees shall be recalled in reverse order of layoff.

An employee shall lose their seniority and their employment relationship shall be broken and terminated as follows:

- A. Employee quits
- B. Employee is discharged
- C. Employee is laid off or absent from work for any reason for twelve (12) months or the employee's length of service, whichever is less.
- D. Failure to report to work at the end of a leave of absence or the end of a vacation period.
- E. Failure to report to work within ten (10) days after written notice of recall is mailed by United States Certified Mail to the employee's last known address, with a return receipt requested.

- F. Unexcused absence from work for three (3) consecutive work days.

ARTICLE IX

Hours of Work

The normal work day shall consist of eight (8) consecutive hours of work and the normal work week shall consist of an average of forty (40) hours of work per week to be scheduled at the discretion of the Chief of Police. Additional hours may be assigned from time to time to meet the requirement of the City as determined by the Chief of Police. Nothing contained herein shall constitute a guarantee of hours of work per day or per week.

Overtime shall be paid for all hours worked in excess of forty (40) hours per week. Overtime compensation shall be at the rate of one and one-half (1 1/2) times the employee's base hourly rate and shall be given in the form of pay or compensatory time off, as determined by the Chief of Police. Accumulated compensatory hours available to an employee shall not exceed forty (40) hours at any one time. Compensatory time off shall not be given if not previously earned.

Overtime shall be assigned in an attempt to equalize, over a period of time, the amount of overtime work opportunity among employees doing similar work; provided that part-time employees

may be used instead of full time employees when: (1) the work to be done is a continuation of the part-time employee's regular time assignment; (2) the shift or job is normally manned by part-time personnel; (3) when full time personnel are not readily available for duty; (4) part-time employees may be used to fill absences of full time officers, in excess of seven (7) calendar days, which occur as a result of leaves of absence, vacations, sickness or illness.

Policemen called back to duty shall receive a two (2) hour minimum call-out time at the rate of one and one-half (1 1/2) times his basic rate of pay. If an employee is called in early and works into his normal working hours, or continues working from normal working hours, no minimum will apply.

When an off-duty policeman is called for the purpose of testifying in court, he shall receive a minimum of three (3) hours pay. Court time is payable only when the employee is required to testify by the City or State of Iowa.

ARTICLE X

Vacations

Vacation days shall be awarded on an employee's anniversary date for work performed during the preceding twelve months.

Full-time employees shall be entitled to one (1) week of vacation after one (1) year of employment; two (2) weeks of vacation after

two (2) years of employment; three (3) weeks of vacation after eight (8) years of employment; and four (4) weeks of vacation after fifteen (15) years of employment. One week of vacation is considered five (5) work days. Vacation must be taken in increments of at least one-half (1/2) day but preferable in whole day increments. Employees may not receive pay in lieu of unused vacation time.

An employee may not carry over from year to year more than one hundred twenty (120) hours of vacation hours, and any hours in excess of one hundred twenty (120) shall be forfeited. An employee with at least one year of service with the City, who leaves the City, shall be paid for any earned but unused vacation time, including that accrued since the employee's last anniversary date. If separated for cause, the employee will not be paid for any vacation accruing since his last anniversary date. It is the desire of the City that employees take time off for vacation. Therefore, except for employees who leave the City employment, employees will not receive pay in lieu of unused vacation time.

Vacations must be requested no later than thirty (30) days prior to the time vacation is desired. So far as possible, vacations will be granted at the time selected by the employee so long as it does not conflict with the operation of the

Department; provided that the final right to allot vacation periods and the right to change such vacation periods is reserved exclusively to the Chief of Police. Vacation requests shall be granted on a first come basis with seniority to prevail in the event that more than one request shall be submitted on the same day.

No employee may take more than eighty (80) consecutive hours of vacation time unless authorized by the Chief of Police.

If a holiday observed by the City of Eldridge falls during an employee's vacation, the employee shall receive an additional day of paid vacation.

In order to be eligible for a vacation, an employee must work a minimum of one thousand forty (1040) hours per anniversary year of employment. Vacation pay shall be at the employee's regular straight time hourly rate at the time he leaves for vacation.

ARTICLE XI

Holidays

The following are holidays recognized by the City: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day (4th of July), Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. Holiday pay shall be at the employee's regular straight

time hourly rate at the time the holiday occurs. Employees shall be paid time and one-half (1 1/2) for all hours actually worked on a holiday in addition to holiday pay.

Eligible full time police personnel are to be given ten (10) extra days of vacation, or ten (10) days of extra pay in lieu of the vacation time, to compensate for approved paid holidays. To be eligible for a specific holiday, the employee must not be on layoff, leave of absence or suspended when the holiday occurs. Choice of vacation time or extra pay is the option of the employee. Extra pay will be paid once a year only, at the pay period ending nearest to December 15th.

ARTICLE XII

Personal Leaves of Absence

Each full time employee, after one (1) year of service, shall receive five (5) paid personal days off per year. The employee's anniversary date shall be used in determining personal days. The City will pay employees for all unused personal days at the end of each employee's anniversary year of employment.

These days may be taken for any purpose, and should normally be dispensed throughout the year. The employee shall obtain prior approval from the Chief of Police before taking a personal day. Unused personal days shall be forfeited by any employee who leaves the employ of the City.

ARTICLE XIII

Sick Leave

Sick leave will be earned at the rate of 1 day for each month of service. There shall be a maximum accumulation of seven hundred twenty (720) hours. Employees shall be paid for sick leave hours accumulated up to 280 hours only at retirement or total disability. For absences of five (5) days or more, a physician's signature may be required for the employee to receive additional paid sick leave, or prior to returning to work. Sick leave may not be used as vacation time. An employee will not be paid for any accumulated sick leave if the employee quits or is involuntarily terminated from the employ of the City.

An employee may take one-half (1/2) day minimum sick leave for health care appointments, or compensatory time off as approved by the Chief of Police.

An employee has the option of using sick leave days, personal days, vacation days or compensatory time for work days missed due to an injury, whether or not the injury is job-related. However, Workman's Compensation benefits will be applied to on-the-job injuries. Disability insurance benefits pertain to other nonjob-related injuries and will be applied once the appropriate period has passed after which benefits are to begin.

ARTICLE XIV

Other Leave

Military Leave - Any full time employee who requires a military leave will, upon showing his orders to the Chief of Police, be given a paid leave of absence for up to thirty (30) days. (Iowa Code 29A.28) Anyone being required to report to active duty will be offered a job with seniority intact

Maternity Leave. An employee taking maternity leave shall be entitled to use her accumulated sick leave. An employee exhausting her sick leave shall be entitled to a leave of absence under the City's disability insurance plan. All employees requiring such leave shall notify the Chief of Police prior to the anticipated date of birth, if possible, and may continue to work as long as her health permits so long as she can perform her assigned duties.

Funeral Leave. In the event of a death in the immediate family of an employee, the employee shall be granted funeral leave of up to three (3) consecutive calendar days. The immediate family shall be defined as mother, father, sister, brother, son, daughter, father-in-law, mother-in-law, husband or wife. Any working days included in this period of time shall be with pay. If an employee desires additional days funeral leave

for these named persons, a transfer of up to five (5) sick days may be allowed with approval of the Chief of Police.

One (1) day may be granted for the death of grandparents, sister-in-law, brother-in-law, uncle, aunt, son-in-law or daughter-in-law.

Jury Duty. Any full time employee who is selected for jury duty shall receive a paid leave of absence for the time spent on such duty, less the pay received as juror.

ARTICLE XV

Insurance

Regular full-time employees and their dependents shall be eligible to participate in the City's health, accident, disability and dental insurance plans in accordance with the terms of the plans. Employees shall be responsible for paying for themselves and each of their dependents a deductible of one hundred Dollars (\$100) each calendar year, provided that the maximum payment per family shall not exceed two hundred dollars (\$200) per year. After payment of the deductible, the employee shall pay ten percent (10%) per individual per calendar year of all eligible expenses in excess of the deductible but not to exceed two hundred twenty-five dollars (\$225) per year per individual with a maximum of four hundred fifty dollars (\$450) per year per family. There will be no carryover credit for

unused deductible from year to year. The maximum out-of-pocket expenses, including deductibles, per individual per calendar year shall be three hundred twenty-five dollars (\$325) per individual with a maximum of six hundred fifty dollars (\$650) per family.

Employees shall pay fifteen percent (15%) of the premium in effect at any time during the agreement for the cost of health and dental insurance for themselves and their dependents. Employee payments shall be deducted from their check on a monthly basis by payroll deduction.

The Employer reserves the right to change insurance carriers provided the benefits remain substantially equal. Any change that does not substantially reduce the benefits, but may alter the prerequisites for obtaining such benefits, will not prevent the Employer from changing carriers.

The City shall provide each non-probationary employee with twenty-five thousand dollars (\$25,000) of life insurance protection. This insurance coverage does not extend beyond the time the employee terminated employment with the City.

The City agrees to maintain tort liability insurance for police officers while they are acting within the scope of their employment and when such actions are in compliance with the written departmental rules and regulations of the department; subject, to the terms and limitations of the insurance policy.

ARTICLE XVI

Training

Training requirements and programs shall be established by the Chief of Police. Training during regular hours shall be paid for as any other work assignment. When mandatory training must be taken outside of the employee's normal working hours, the employee shall be granted compensatory time off or pay, at the rate of one and one-half (1 1/2) times his basic hourly rate for any hours worked over forty (40) hours during the work week. The City shall, as required, pay for or provide transportation, subsistence and tuition for training programs.

ARTICLE XVII

Education

Employees may apply for educational reimbursement for taking educational courses which are job related and will improve the employee's performance. If the Chief of Police approves the request for reimbursement, the City will participate in the following percentages for the costs of tuition, fees and text materials.

75% - grade of "A"

70% - grade of "B"

65% - grade of "C"

The procedure for this educational benefit is: 1) approval by the Chief of Police before enrollment; 2) successful completion of the course; and 3) agreement to repay the full cost to the City upon resignation within one (1) year after completion of the course(s).

ARTICLE XVIII

Uniforms

An allowance of Seven Hundred Dollars (\$700) per fiscal year will be given each full-time officer for the purchase and cleaning of uniforms and equipment. On July 1, 2007, the allowance shall be increased to Eight Hundred Dollars (\$800) per fiscal year. A new officer hired in the first six (6) months of the fiscal year shall receive the full allowance. An officer hired during the second six (6) months of the fiscal year shall receive fifty percent (50%) of normal allowance with any unused portion of the allowance to be applied against the allowance for the following year.

In order to use the allowance an officer must purchase the style of uniform and equipment selected by the Chief of Police. Officers will be reimbursed upon presentation of receipts verifying the amount of purchase or cleaning expense; provided, however, officers can arrange to have the City billed directly by the supplier for such expenses.

Items to be purchased by the officer are as follows:

1. Short sleeve shirts
2. Long sleeve shirts
3. Winter weight pants
4. Summer weight pants
5. Winter coat
6. Spring coat
7. Police hat
8. Fur winter hat
9. Leather goods (shoes, belts, etc.)
10. Handcuffs
11. Holster

If the Chief of Police requires officers to purchase both winter and spring leather coats, then the parties agree to negotiate who shall pay for the cost of such coats.

Items to be purchased and owned by the City:

1. Duty handgun
2. Badges
3. Flashlights and batteries
4. Hand-held radios
5. Body armor

When officers terminate their employment with the City, all personal property furnished by the City shall be returned to the Chief of Police before the final check will be issued. Any unused uniform allowance at time of termination shall be forfeited.

The City will pay up to One Hundred Dollars (\$100.00) per contract year to each employee for repair and replacement of watches, prescription eye glasses and contact lenses which are damaged or destroyed in the line of duty. The burden is on the

employee to prove to the Chief of Police that the damage occurred in the line of duty.

ARTICLE XIX

Entire Agreement

This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are as set forth in this Agreement. Therefore, the City and the Association for the life of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement terminates and renders inoperable all past practices and all verbal and written agreements between the parties existing prior to July 1, 1987.

ARTICLE XIX

Duration of Agreement

This Agreement shall be effective the July 1, 2006 and shall continue through June 30, 2009.

This Agreement, including any modifications thereof, shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 15th of the year prior to the time when modification is desired. The notification in writing is jurisdictional but after said notice is timely service by any party, either party may thereafter offer any modification of the Agreement.

CITY OF ELDRIDGE

BY: Bradley Noel

BY: Denise Benson

BY: _____

ELDRIDGE PUBLIC SAFETY
ASSOCIATION

BY: Brian Carter

BY: [Signature] #110

BY: _____

EXHIBIT A

SALARY RANGE

	07/01/06	07/01/07	07/01/08
Patrol Officer (Start)	\$35,931	\$37,368	\$38,863
(Maximum)	\$45,489	\$47,308	\$49,200
 Sergeant (Start)	 \$39,012	 \$40,573	 \$42,196
(Maximum)	\$48,288	\$50,220	\$52,229